

ARCHITECTURAL SERVICES

Date: December 21, 2010

Enclosed please find the Request for Qualifications ("RFQ") which includes the Designer Selection Committee's Questionnaire outlining the basic scope of services desired by the City of Newton Public Buildings Department to conduct an analysis of 35 municipal buildings in the City of Newton. The purpose of the study is to determine and document the present physical condition of the identified facilities and their functionality in order to develop a long-range Capital Plan for the City of Newton. The consultant will record any and all deficiencies, make recommendations for corrective action, provide cost estimates and develop proposals and strategies to address both short and long-term facility needs.

You are requested to submit a completed Questionnaire. Please submit only that information which you feel is pertinent to the selection process.

Please submit twenty (20) copies of the completed Questionnaire and any additional information **no later than 2:00 p.m. January 21, 2011** to:

Joseph Michelson, Chairman
Designer Selection Committee
City of Newton
c/o Stephanie Kane Gilman
Public Buildings Commissioner
Public Buildings Department
52 Elliot Street
Newton Highlands, MA 02461
Telephone (617) 796-1600

Questions regarding the selection process and/or the Questionnaire may be directed, in writing, to the City of Newton Purchasing Department at purchasing@newtonma.gov **no later than 5:00 p.m. January 10, 2011**. Written responses to the Questions received will be distributed to all individuals or firms requesting a copy of this RFQ **no later than January 14, 2011**.

STUDY ARCHITECT FOR ASSESSMENT OF NEWTON'S MUNICIPAL FACILITIES

The City of Newton has over 70 municipal buildings, totaling approximately 2.5 million square feet. Twenty three of these buildings (approximately 2 million square feet) are Newton Public Schools facilities. The requested study will look at 35 municipal (non-school) buildings, totaling more than 400,000 square feet, which provide essential City services and house a number of critical programs.

Most City of Newton buildings are 50-100 years old and several were originally built and used as neighborhood branch libraries. Though no longer part of the main library system, the branch library buildings are still sources of pride and identity within each Newton village. Some of these former branch libraries now house other city departments such as the Health and Police departments, while others are leased to various organizations.

Recently the City's focus has been on renovating and updating the City's six aging Fire Stations. One station has recently been completed, one is currently under construction, and the next station renovation project is in the planning stage of development.

The City is now interested in collecting consistent facility condition information for all municipal buildings in an electronic database tool that supports the City's asset management and planning process by providing readily accessible facilities information.

Study objectives:

The Newton Public Buildings Department is interested in developing a Long-range Capital Plan for all municipal buildings. The desired outcome is an electronic database containing current information about municipal buildings for use by the City's facilities and management personnel. The City of Newton would expect to own the database and continue to use it and update it as a living document following the completion of the study.

The City of Newton has conducted similar studies of the conditions of its Schools, Fire Stations, Streets and Sidewalks, and its Parks and Open Spaces. It is the City's desire to combine this previously compiled data into one database with the data from this Study in order to have a comprehensive overview of capital needs across the City that can be used as a planning tool to look at various scenarios to address capital needs. The selected consultant will develop or recommend options for a facility management database system. The results of the study will also be documented in a report that outlines the specifics of each building and will include updated building square footage and a set of electronic floor plans.

"The results of the assessment will allow Newton as a community to understand the condition of our infrastructure and enable the City to evaluate and prioritize the true capital needs for the future." (Mayor Setti D. Warren, Five-Year Capital Improvement Plan Cover Letter to the Board of Alderman, dated October 18, 2010)

The City of Newton through its Designer Selection Committee is currently seeking expressions of interest from individuals and firms for professional services for the following work:

City of Newton Municipal Buildings Facilities Assessment Study

The City of Newton Municipal Buildings Survey Study dated April 30, 1986 (Volumes I and II) is available as a reference in the completion of the following scope of services. Other more recent studies and reports are also available as well as original floor plan drawings for most buildings. NOTE: The City currently has funding for a portion of the work to be performed under this RFQ and is requesting Community Preservation Act (CPA) funding to cover the cost of hiring a consultant to document and assess the historic features of identified buildings.

Awarding the work associated with the historic assessment of these buildings is contingent upon the receipt of such funding. In addition, the work associated with the historic assessment of these buildings will be subject to the MBE/WBE Goals noted in Section 7 of the *Information for Applicants*.

DEPARTMENT	LOCATION	YEAR BUILT	TOTAL SQ. FT.
<u>LIBRARY (5)</u>			
Main Library	330 Homer Street	1991	93,000
Auburndale Branch Library	371 Auburn Street	1934	4,830
Newton Corner Branch Library	124 Vernon Street	1910, 1934	6,138
Nonantum Branch Library	114 Bridge Street	1957	5,137
Waban Branch Library	1608 Beacon Street	1934	<u>6,378</u>
			115,483

PUBLIC WORKS (5)

Elliot Street Operations Center	74 Elliot Street	1927	15,858
Elliot Street Garage	70 Elliot Street	1959	9,000
Crafts Street DPW Operations Ctr.	90 Crafts Street	1894	19,553
Crafts Street Garage	110 Crafts Street	1919, 36, 88	23,474
Elliot Street Sand/Salt Shed	70 Elliot Street		<u>7,800</u>
			75,685

RECREATION (13)

Crystal Lake Bath House	16 Rogers Street	1931	7,581
Hawthorne Field house	17 Hawthorne Street	1950	5,608
Recreation Headquarters	70 Crescent Street	1900	3,208
Lower Falls Comm. Center	545 Grove Street	1958	10,519
Recreation Garage	70 Crescent Street, (rear)	1940	4,600
Albemarle Field house	250 Albemarle Road	1964	2,072
Gath Pool Facility	256 Albemarle Road	1964	4,600
Upper Falls Comm. Ctr/Lib.	5 High Street	1955	13,418
Newton Centre Field house	81 Tyler Terrace	1900	4,352
Burr Park Field house	142 Park Street		3,000

Auburndale Cove Field house	W. Pine Street	1,329
Cabot Park Field house	101 East Side Parkway	1,264
Nahanton Park Field house	455 Nahanton Street	<u>1,440</u>
		62,991

MISCELLANEOUS (8)

City Hall/War Memorial	1000 Commonwealth Ave.	1931	81,000
Jackson Homestead	527 Washington Street	1807	7,000
Health Department	1294 Centre Street	1934	4,581
Senior Citizens Center	345 Walnut Street	1938	11,298
Public Buildings Department	53 Elliot Street	1967, 1975	7,100
Kennard Estate	246 Dudley Road	1904	15,715
Brigham House	20 Hartford Street	1920	5,081
Winchester Street Garage	525 Winchester Street		<u>2,800</u>
			134,575

PUBLIC SAFETY (4)

Fire Alarm Headquarters	1164 Centre Street	1928	6,541
Police Headquarters	1321 Washington Street	1932	30,000
Police Garage	1321 Washington Street	1959	7,548
Police Annex	25 Chestnut Street	1925	<u>5,470</u>
			49,559

Contact for Copies of
Municipal Buildings Survey
(dated 1986) and other available
Building Documentation

Stephanie Kane Gilman
Public Buildings Commissioner
City of Newton
52 Elliot Street
Newton Highlands, MA 02461
617-796-1600

Completion Date for Final Report June 24, 2011

Applicants should submit twenty (20) copies of the completed and signed Questionnaire and completed and signed Sub-Consultant Acknowledgement for all identified Sub-Consultants **no later than 2:00 p.m. on January 21, 2011:**

Joseph Michelson, Chairman
Designer Selection Committee, City of Newton
c/o Stephanie Kane Gilman
Public Buildings Commissioner
52 Elliot Street
Newton Highlands, MA 02461
Tel. (617) 796-1600

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INFORMATION FOR APPLICANTS

1. Applicants may direct written Questions regarding the selection process and/or the Questionnaire **no later than 5:00 p.m., January 10, 2011 to:**

City of Newton Purchasing Department
purchasing@newtonma.gov
617-796-1220

The City will make best efforts to give written Responses to the Questions to all individuals or firms requesting a copy of this RFQ **no later than January 14, 2011.**

2. To receive any Addenda or Responses to Questions that may be issued, Applicants are requested to register with the City of Newton Purchasing Department at the above email address.
3. Applicants must submit twenty (20) copies of the completed Questionnaire and any additional information **no later than 2:00 p.m. January 21, 2011 to:**

Joseph Michelson, Chairman
Designer Selection Committee
Stephanie Kane Gilman
Public Buildings Commissioner
Public Buildings Department
52 Elliot Street
Newton Highlands, MA 02461

In addition to the twenty (20) copies of the completed Questionnaire, Applicants are requested to include a CD containing their submission. Applicants are advised that the submissions may be posted on the City of Newton's website.

Applicants are reminded that the Questionnaire must be signed and must be accompanied by signed Sub-consultant Acknowledgements for each listed sub-consultant. Failure to supply a signed and completed Questionnaire and Sub-consultant Acknowledgement may result in rejection of the Applicant's submission.

4. The Questionnaire submitted in response to this RFQ will be considered the property of the City of Newton, and may be utilized as deemed appropriate by the City.
5. The City currently has funding for the basic scope of services to be performed under this RFQ and is requesting Community Preservation Act (CPA) funding to cover the cost of hiring a consultant to do a more extensive assessment of the historic features of identified buildings. Awarding the work associated with the more extensive historic assessment of these buildings is contingent upon the receipt of such funding. In addition, the work associated with this historic assessment will be subject to the MBE/WBE Goals noted in Section 7 of the *Information for Applicants*.

6. MBE/WBE Goals. In accordance with the requirements of Chapter 193 of the Acts of 2004, the Design contract for the Project will include MBE/WBE goals. DCAM has established minimum goals of 8% MBE participation and 4% WBE participation for the value of the Design contract. MBE/WBE goals must be met within the list of requested prime and sub-consultants. All Applicants must indicate how they intend to meet these goals. The Architect selected for the Project must complete a Schedule for Participation by MBE/WBE subcontractors prior to execution of the Design contract. The Schedule for Participation does not have to be filed with the Questionnaire.
7. The City of Newton reserves the right, in its sole discretion, to reduce or waive the MBE/WBE goals for the Project after selection of the Architect and before execution of the Design contract, provided that no such reduction or waiver shall be granted except under the following circumstances: the selected Architect must establish and document to the satisfaction of the City that it has been unable to obtain commitments from MBE/WBE subcontractors possessing the requisite professional skills sufficient to meet the MBE/WBE goals for the Project after having made a diligent, good faith effort to do so. The Architect must submit documentation with its request for a reduction or waiver setting out the diligent and good faith efforts made by it to obtain commitments from MBE/WBE subcontractors. If the Architect fails to submit an appropriate Schedule of MBE/WBE Participation establishing that the MBE/WBE participation goal for the Project will be met, or fails to receive a reduction or waiver of such goals from the City following documentation of its diligent and good faith efforts to obtain commitments from MBE/WBE subcontractors, the City may consider the Architect ineligible for award of the Design contract.
8. The Designer Selection Committee reserves the right to waive minor informalities, to request additional information if necessary to clarify the information contained in the Questionnaire, and/or to reject all completed Questionnaires received and to terminate the RFQ as may serve the best interests of the City.
9. The fee has not been set, but will be subject to negotiations based on the Commonwealth of Massachusetts Designer Fee Guidelines.

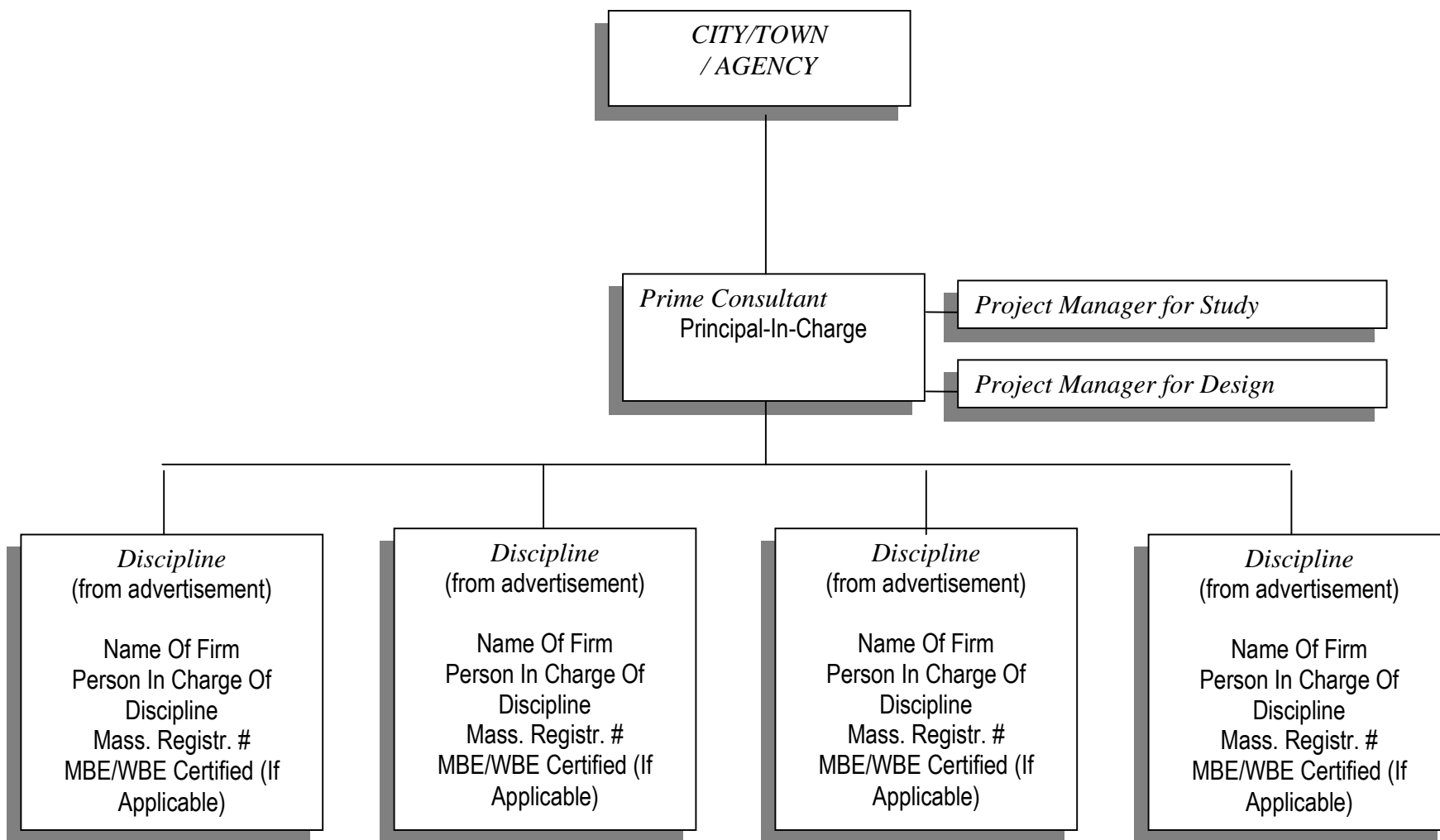
Commonwealth of Massachusetts Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction 2005 (Updated May 2009)	1 Project Name/Location For Which Firm Is Filing: Assessment of Certain Municipal Buildings for the City of Newton, Public Buildings Department	2. Project # This space for use by Awarding Authority only.
3a. Firm (Or Joint-Venture) - Name And Address Of Primary Office To Perform The Work:	3e Name Of Proposed Project Manager: For Study: (if applicable) For (if applicable) Design:	
3b. Date Present And Predecessor Firms Were Established:	3f. Name And Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:	
3c. Federal ID #:	3g Name And Address Of Parent Company, If Any: .	
3d. Name And Title Of Principal-In-Charge Of The Project (MA Registration Required): Email Address: Telephone No: Fax No.:	3h. Check Below If Your Firm Is Either: (1) SOMWBA Certified Minority Business Enterprise (MBE) <input type="checkbox"/> (2) SOMWBA Certified Woman Business Enterprise (WBE) <input type="checkbox"/> (3) SOMWBA Certified Minority Woman Business Enterprise (M/WBE) <input type="checkbox"/>	

4. Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Total Number Holding Massachusetts Registrations):

Admin. Personnel	_____	(_____)	Ecologists	_____	(_____)	Licensed Site	_____	(_____)	_____	(_____)
Architects	_____	(_____)	Electrical Enars.	_____	(_____)	Mechanical Enars.	_____	(_____)	_____	(_____)
Acoustical Enars.	_____	(_____)	Environmental	_____	(_____)	Planners:	_____	(_____)	_____	(_____)
Civil Enars.	_____	(_____)	Fire Protection	_____	(_____)	Specification	_____	(_____)	_____	(_____)
	_____	(_____)	Geotech. Enars.	_____	(_____)	Structural Enars.	_____	(_____)	_____	(_____)
Construction	_____	(_____)	Industrial	_____	(_____)	Surveyors	_____	(_____)	_____	(_____)
Cost Estimators	_____	(_____)	Interior Desianers	_____	(_____)		_____	(_____)	_____	(_____)
Drafters	_____	(_____)	Landscape	_____	(_____)		_____	(_____)	Total	_____ (_____)

5. Has this Joint-Venture previously worked together? ☐ Yes ☐ No

6. List **ONLY** Those Prime And Sub-Consultant Personnel Specifically Requested In The Advertisement. This Information Should Be Presented Below In The Form Of An Organizational Chart. Include Name Of Firm And Name Of The One Person In Charge Of The Discipline, With Mass. Registration Number, As Well As MBE/WBE Status, If Applicable:



<p>7. Brief Resume Of <u>ONLY</u> Those Prime Applicant And Sub-Consultant Personnel Requested In The Advertisement. Confine Responses To The Space Provided On The Form And Limit Resumes To <u>ONE</u> Person Per Discipline Requested In The Advertisement. Resumes Should Be Consistent With The Persons Listed On The Organizational Chart In Question # 6. Additional Sheets Should Be Provided Only As Required For The Number Of Key Personnel Requested In The Advertisement And They Must Be In The Format Provided. By Including A Firm As A Sub-Consultant, The Prime Applicant Certifies That The Listed Firm Has Agreed To Work On This Project, Should The Team Be Selected.</p>	
a. Name And Title Within Firm:	a. Name And Title Within Firm:
b. Project Assignment:	b. Project Assignment:
c. Name And Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> </div>	c. Name And Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> </div>
d. Years Experience: With This Firm: _____ With Other Firms: _____	d. Years Experience: With This Firm: _____ With Other Firms: _____
e. Education: Degree(s) /Year/Specialization	e. Education: Degree(s) /Year/Specialization
f. Active Registration: Year First Registered/Discipline/Mass Registration Number	f. Active Registration: Year First Registered/Discipline/Mass Registration Number
g. Current Work Assignments And Availability For This Project:	g. Current Work Assignments And Availability For This Project:

<p>h. Other Experience And Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):</p>	<p>h. Other Experience And Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):</p>
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8a. Current And Relevant Work By Prime Applicant Or Joint-Venture Members. Include <u>ONLY</u> Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects).					
a. Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Relevant Experience)	c. Client's Name, Address And Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Constr. Costs (Actual, Or Est. If Not Completed)	Fee for Work for Which Firm Was Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

8b. List Current And Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.

Sub-Consultant Name:					
a. Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Relevant Experience	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(1)					
(2)					
(3)					

(4)					
(5)					

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The					
Role P, C, JV *	Phases St., Sch., D.D., C.D.,A.C.*	Project Name, Location And Principal-In-Charge	Awarding Authority (Include Contact Name And Phone Number)	Construction Costs (Actual, Or Estimated If Not Completed)	Completion Date (Actual or Estimated) (R)Renovation or (N)New
		1.			
		2.			
		3.			
		4.			
		5.			
		6.			
		7.			
		8.			
		9.			

		10.			
		11.			
		12.			

* P = Principal; C = Consultant; JV = Joint Venture; St. = Study; Sch. = Schematic; D.D. = Design Development; C.D. = Construction Documents; A.C. = Administration of Contract

10.	Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 ½" X 11" Supplementary Sheets Will Be Accepted. <u>APPLICANTS ARE REQUIRED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.</u>							
11.	Professional Liability Insurance:							
	Name of Company		Aggregate Amount		Policy Number		Expiration Date	
12.	Provide A List Of All Projects On Which Monies Were Paid By You, Or On Your Behalf, As A Result Of Professional Liability Claims Occurring Within The Last 5 Years And In Excess Of \$50,000 Per Incident. Please Include Project, Client Names And Explanation. (Attach Separate Sheet If Necessary): PLEASE ANSWER "YES" or "NO". IF "YES" PLEASE GIVE DETAILS.							
13.	Name Of Sole Proprietor Or Names Of All Firm Partners And Officers:							
	Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
	a.				d.			
	b.				e.			
	c.				f.			

14.	If Corporation, Provide Names Of All Members Of The Board Of Directors:	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Name</th> <th style="width: 20%;">Title</th> <th style="width: 20%;">MA Reg #</th> <th style="width: 20%;">Status/Discipline</th> <th style="width: 20%;">Name</th> <th style="width: 20%;">Title</th> <th style="width: 20%;">MA Reg #</th> <th style="width: 20%;">Status/Discipline</th> </tr> <tr> <td>a.</td><td></td><td></td><td></td><td>d.</td><td></td><td></td><td></td> </tr> <tr> <td>b.</td><td></td><td></td><td></td><td>e.</td><td></td><td></td><td></td> </tr> <tr> <td>c.</td><td></td><td></td><td></td><td>f.</td><td></td><td></td><td></td> </tr> </table>	Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline	a.				d.				b.				e.				c.				f.			
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a.				d.																														
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15.	Names Of All Owners (Stocks Or Other Ownership):	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Name And Title</th> <th style="width: 20%;">% Ownership</th> <th style="width: 20%;">MA. Reg.#</th> <th style="width: 20%;">Status/Discipline</th> <th style="width: 20%;">Name And Title</th> <th style="width: 20%;">% Ownership</th> <th style="width: 20%;">MA. Reg.#</th> </tr> <tr> <td>a.</td><td></td><td></td><td></td><td>d.</td><td></td><td></td> </tr> <tr> <td>b.</td><td></td><td></td><td></td><td>e.</td><td></td><td></td> </tr> <tr> <td>c.</td><td></td><td></td><td></td><td>f.</td><td></td><td></td> </tr> </table>	Name And Title	% Ownership	MA. Reg.#	Status/Discipline	Name And Title	% Ownership	MA. Reg.#	a.				d.			b.				e.			c.				f.						
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a.				d.																														
b.				e.																														
c.				f.																														
16.	I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7, Section 38A1/2 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.																																	
	Submitted by _____ (Signature)	Printed Name and _____ Title																																
		Date _____ e																																

Attachment A

DESIGNER SELECTION COMMITTEE MINIMUM QUALIFICATIONS, SELECTION CRITERIA AND SUBMISSION REQUIREMENTS

I. Minimum Qualifications:

All firms must possess the following minimum qualifications:

1. Massachusetts Registration and licensing in all applicable disciplines.
2. Thorough knowledge of procedures, requirements, and practices of Division of Capital Asset Management (DCAM) and other agencies related to the design and construction of municipal buildings.
3. Thorough knowledge of Massachusetts State Building Codes and regulations of the Architectural Barriers Board.
4. Thorough knowledge of and familiarity with the public design and construction laws of the Commonwealth of Massachusetts and the requirements thereof.
5. Sufficient levels of staff to complete this project.
6. Must have prior to signing of the contract:
 - a. Professional Liability Insurance in the amount of 10% of the fee for the Project, or \$1,000,000.00, whichever is greater.
 - b. Worker's Compensation Insurance
 - c. General Liability Policy in an aggregate amount of \$500,000 or greater naming the City of Newton as an additional insured.
7. Must have prior experience in designing both new and renovated municipal buildings for a minimum of ten years.
8. Must identify to the City any persons, specialists, and individual consultants for this project.
9. Demonstrated knowledge of high performance and sustainable building for new and existing facilities.

II. Selection Criteria

The Designer Selection Committee will use the following criteria to select Semi-finalists and Finalists:

1. Prior similar experience best illustrating current qualifications to conduct a long-range facilities study.
2. Identity and qualifications of the key persons and consultants who will work on the Project.

3. Depth of the Firm with respect to size and complexity of the Project.
4. Past performance on public and private projects.
 - a. Quality, clarity, completeness and accuracy of long-range facilities study.
 - b. Effectiveness of meeting established program requirements and function within allotted budget.
 - c. Accuracy of cost estimates and ability to provide multiple options for meeting facilities needs.
 - d. Management ability to meet schedules.
 - e. Coordination and management of consultants.
 - f. Working relationship with consultants and Owners.
5. Financial stability – including prompt payment of consultant fees.
6. Current total workload with private and public agencies.
7. Geographical location of the Firm and consultants with respect to the Project.
8. Review of previously performed long range facilities studies for other communities, if submitted by the applicant.
9. Ability of Firm to work with all stakeholders in a complex public project, including but not limited to, public officials, and boards and committees of the City of Newton.
10. Ability of Firm to consider High Performance building and life cycle costing and to undertake innovative approaches to design and site challenges that seek to optimize sustainability.

III. Submission Requirements

Each firm desirous of consideration will submit the following:

1. The applicant must complete and sign the Questionnaire.
2. Background data on all firms with a role in the project.
3. Resumes of the Principals of firms who will be assigned to the project and will be taking an active part therein.
4. Examples of projects completed (within the past ten [10] years) of comparable size and complexity.
5. At least five (5) references of persons who are familiar with your work (and City is to have express permission to contact either in person, by phone, and/or correspondence as to past performance).

Attachment B

DESIGNER SELECTION COMMITTEE TENTATIVE SCHEDULE FOR SELECTION PROCESS

The following is the tentative schedule for the Selection Process. Please note, this Schedule is subject to change by the Designer Selection Committee ("DSC"). Interested parties should check with the Newton Public Buildings Department to see if there have been revisions to this tentative schedule and for the exact times and locations of all DSC meetings.

December 30, 2010	RFQ available @ 1:00 p.m.
January 6, 2011	On-Site Briefing Session, 10:00 a.m. Newton City Hall, Room 202 1000 Commonwealth Avenue Newton, MA 02459
January 10, 2011	Written Questions, if any, due by 5:00 p.m.
January 14, 2011	Anticipated date for Response to Written Questions
January 21, 2011	Applicants submit completed Questionnaires and Sub-consultant Acknowledgements, due by 2:00 p.m.
January 2011	Review references prior to DSC Semi-Finalists selection meeting
January 2011	DSC meets to review submissions and select Semi-Finalists
Early February 2011	DSC meets to interview Semi-Finalists and select and rank finalists

All meetings will be open to the public. The DSC will provide an opportunity for public comment.

Attachment C

Scope of Services:

The City of Newton Municipal Buildings Survey (Volumes I and II) is available as a reference in the completion of the following scope of services. Copies of the Study are available for purchase at a cost of \$30 per complete set of both Volumes.

1. Site Analysis: The architect will undertake an analysis of the existing building sites. This analysis will include preliminary data essential in determining the suitability of the sites to accommodate any changes that might come about through information gathered by the study. Local zoning and conservation issues, as well as State and Federal land-use regulations, which may impact the development of each site, will be identified. Additional elements may include site utilities and site surface structures and conditions.
2. Input: The consultant will expect to interface with the Public Buildings Department and a steering committee composed of representatives of the Public Buildings Department, the Executive Office, the Planning Department, and the Board of Alderman Public Facilities Committee. The consultant will work together with the Public Buildings Department and the steering committee to outline a process for soliciting opinions and presenting preliminary findings and milestone reports to City residents and community groups.
3. Existing Facilities Report: A physical plant analysis will be undertaken for the existing identified buildings. Pertinent recommendations will be made for: building structure, including foundation, framing, and roof structure; building envelope, including all exterior materials, doors, windows and roofs; building interior, including all architectural components (floors, walls, ceilings, etc.) and their finishes; mechanical systems, including boilers motors, pipes ducts, controls, oil storage tanks, and related equipment; plumbing systems, including pipes, valve fixtures, etc.; electrical systems, including services, wiring, fire alarm, transformers and fixtures; presence of hazardous materials; fire suppression system; emergency power and telecommunications; vertical transportation; security and access. Other areas of analysis will include furnishings, equipment, and technology. The consultant will be expected to consider issues of energy conservation, sustainability and life cycle analysis for any potential future renovations or building enhancements.
4. Code Issues: A Building-type Summary will be compiled for each facility and all pertinent code issues will be addressed, including, but not limited, to the Massachusetts Building Code, NFPA Life-safety Code, State Energy Code requirements, including the recently adopted "Stretch Code", Architectural Access Board Rules and Regulations, and the requirements for the Americans with Disabilities Act.
5. Historical Data Collection and Collaboration: A basic historical analysis will be conducted for identified buildings to document significant historic features. Recommendations will be made for the appropriate approach to preservation and/or restoration of the identified features and cost estimates will be provided for recommended work.

Subject to receipt of CPA funding, a more extensive historical analysis may be a separate service provided by the architect if the proper expertise exists on the project team, or this service may be provided by a separate consultant hired directly by the City. The architect will collaborate with such historic consultant if hired separately.

6. Programmatic Issues: The architect will evaluate and make recommendations for the highest and best use of existing facilities and their ability to house and deliver existing programs and services. Programmatic, functional, spatial and environmental requirements of proposed changes to the facilities will be outlined.
7. Integration of City Supplied Facility Condition Data: In addition to observed facility conditions, the Consultant shall review, for possible incorporation into the facility database, existing city-supplied facility condition data. All city-supplied facility condition data shall be identified as such in the database. Types of city-supplied data may include prior engineering studies, hazardous materials audits, air or water quality studies, accessibility studies, historic structure studies, or other facility condition data.

The most recent facility data available includes an Assessment of the Schools by HMFH, dated 2007, Energy Services Contracting Audit Reports by NORESCO, dated 2009 and 2010, and an MEP Study of the Fire Stations, dated 2006. The data from these studies is available in Microsoft Excel and electronic written reports.

The architect will identify areas of missing data and will provide a cost estimate to update or complete any missing facility data.

8. Recommendations: For every deficient condition identified, a corrective action shall be developed, including costs for labor and materials. If appropriate, and at the direction of the City, multiple correction methodologies will be developed based on a range of possible corrective measures and the associated costs. Each deficiency identified shall be categorized based on (1) condition, (2) category of deficiency (building code, accessibility, etc.), and (3) building system or component.

The study will include a viable long-range plan with options for consideration. Each option's fiscal impact, strengths and weaknesses and proposed implementation time-line will be presented. Cost estimates will be provided. In all recommendations, careful consideration must be given to effective operational needs of the various departments housed in the facilities. The study will also recommended maintenance strategies to extend the life of facilities and to reduce the need for future capital expenditures.

9. Final Report and Consultation: Throughout this study the consultant is expected to meet regularly with the Public Buildings Commissioner and the steering committee to solicit input, discuss progress being made, and share preliminary reports for their review. A progress meeting will be held after data have been collected for three buildings to ensure that the scope is meeting expectations.

The consultant will submit to the City of Newton, twenty-five (25) copies and a CD of the final report containing the above elements, and will informally consult with City officials after the final report has been submitted. The consultant will be expected to work with the

steering committee to develop a process for soliciting opinion from the public and will assist the committee in presenting the final report at various public forums as appropriate.

As part of services required, and subject to the nature of each project, the Architect shall be required to meet with the Design Review Committee, various City's technical departments, citizen groups, and state or federal funding agencies.

ATTACHMENT D

SAMPLE

AGREEMENT FOR PROFESSIONAL SERVICES

The Agreement made as of _____ by and between _____ hereinafter referred to as the “Architect” and the City of Newton, 1000 Commonwealth Avenue, Newton, Massachusetts, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through its Public Buildings Commissioner, but without personal liability to her hereinafter referred to as “The City”.

WITNESSETH THAT:

WHEREAS, the City desires the ARCHITECT to conduct and perform such services;

NOW, THEREFORE, the parties do mutually agree as stated within the General Provisions and attachments following to wit:

****GENERAL PROVISIONS****

1. Employment of Architect.

The City agrees to engage the services of the ARCHITECT and the ARCHITECT agrees to perform services as set forth in Schedule A, Scope of Services for the compensation as stated within Schedule B, Compensation and Method of Payment both of which schedules are attached hereto and made part hereof, subject to compliance by the ARCHITECT with all the terms and conditions set forth within this Agreement.

2. Scope of Services.

The ARCHITECT shall do, perform, and carry out in a satisfactory, competent and professional manner, as determined reasonably and fairly by the City, the Project described within Schedule A, Scope of Services attached hereto and made a part hereof.

3. Duration

This Agreement shall remain in force from the date of execution of this contract to that shown in Schedule C, Work Program Schedule. Project activities shall be undertaken and completed in such sequence as to ensure compliance with said Schedule C, and further, to ensure expeditious completion in a manner consistent with the purposes of this Agreement.

4. Personnel

(a) The ARCHITECT represents that he has, or will secure at his own expense, all

personnel required for the performance of the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the ARCHITECT.

- (b) All of the services required hereafter shall be performed by the ARCHITECT or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
- (c) None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. The written approval of the City shall in no way relieve the ARCHITECT from his responsibility for the professional and technical accuracy of the work furnished.

5. Waiver of Workman's Compensation and Unemployment Compensation Benefits.

It is agreed that the ARCHITECT and ARCHITECT'S employees, agents, or other persons for whose conduct the ARCHITECT is responsible shall not be deemed to be employees of the City and shall file any claim nor bring any action for any Workman's Compensation or unemployment benefits and compensation for which they may otherwise be eligible as a result of work performed pursuant to the terms of this Agreement.

6. Compensation and Method of Payment

The City agrees to pay the ARCHITECT the compensation specified in Schedule B, Compensation and Method of Payment, which is complete compensation for all services rendered and for such reimbursable expenses as authorized, per Paragraph 7, Reimbursable Expenses. Appropriate sums will be paid, subject to receipt of a requisition for payment. Neither the City's review, approval or acceptance of any of the services furnished under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance Agreement.

7. Reimbursable Expenses

The City agrees to reimburse the ARCHITECT only for those direct costs incurred by the ARCHITECT pursuant to the performance of work under this Agreement as set forth and authorized within Schedule B, Compensation and Method of Payment. As the City does not pay freight and handling charges, and is also exempt from sales tax, freight and handling charges are not reimbursable by the City.

8. Termination of Agreement for Cause

If for any cause, the ARCHITECT fails to fulfill in a timely manner his obligations under this Agreement, or if the ARCHITECT shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement, by giving written notice to the ARCHITECT of such termination. Such notice shall be given not less than five (5) days prior to the effective date of termination. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the ARCHITECT under this Agreement shall, at the option of the City, become its property,

and the ARCHITECT shall be entitled to receive just equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the ARCHITECT shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the ARCHITECT, and the City may withhold any payments to the ARCHITECT for the purposes of set off until such time as the exact amount of damages due to the City from the ARCHITECT is determined.

9. Termination for Convenience of City

The City may terminate this Agreement at any time by giving written notice to the ARCHITECT of such termination as specifying the effective date of such termination. Such notice shall be given not less than (5) days prior to the effective date of termination. In event of termination for convenience, all finished or unfinished documents and other materials as described in Paragraph 8, above, shall, at the option of the City, become its property. If the Agreement is terminated for the convenience of the City, the ARCHITECT shall be entitled to payment for services completed. Such compensation set forth in the Work Authorization Form as in reflective of the percentage of work completed thereunder, less payments already made for such services.

10. Changes

The City may, from time to time, require changes in the Scope of Services of the ARCHITECT to be performed hereafter. Such changes, including any increase or decrease in the amount of the ARCHITECT'S compensation or any change in the work schedule, which are mutually agreed upon by and between the City and the ARCHITECT, shall be incorporated in written amendments to this Agreement.

11. Incorporation of Non-Discrimination Laws and Regulations

The ARCHITECT, including all approved consultants and subcontractors, shall and hereby agrees, to comply with all laws, ordinances, and duly promulgated regulations applicable to contracts of this nature. In particular, the ARCHITECT agrees to comply with the provisions contained in Schedule D, which is attached hereto and made a part hereto and, with the Mayor's Executive Order No. HRC-X relative to non-discrimination as amplified by the City's Affirmative Action Plan.

12. Assignability

The ARCHITECT shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto.

13. Interest of ARCHITECT

The ARCHITECT covenants that he has neither presently nor shall he during the period of this Agreement have any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The

ARCHITECT further covenants that in the performance of this Agreement, no person having any such interest shall be employed. Conflicts of interest include, but are not limited to: (a) family relationships with officials or employees of the City, (b) instances where the ARCHITECT, during the period covered by the Agreement, was an officer or employee of the City.

14. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the ARCHITECT under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the ARCHITECT without the prior written approval of the Public Buildings Commissioner.

15. Certifications

By executing this Agreement, the ARCHITECT makes the following certifications:

- a) The ARCHITECT has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.
- b) No consultant to or subcontractor for the ARCHITECT has given, offered or agreed to give any gift, contribution or offer of employment to the Architect, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the ARCHITECT.
- c) No person, corporation or other entity, other than the bona fide full-time employee of the ARCHITECT, has been retained or hired by the ARCHITECT to solicit for or in any way assist the ARCHITECT in obtaining this Agreement for design services upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the ARCHITECT.
- d) For design contracts which exceed Ten Thousand Dollars (\$10,000) or which pertain to a project whose budgeted or estimated construction cost exceeds One Hundred Thousand Dollars (\$100,000), the ARCHITECT shall have internal accounting controls as required by section 39R (c) of C. 30 of the Massachusetts General Laws and shall file and shall continue to file an audited financial statement as required by subparagraph (d) of section 39R. of C. 30.

16. Compliance with Applicable Laws

The ARCHITECT shall comply with all applicable laws, ordinances, or codes of the State or local government, in performing any of the work embraced by this Agreement.

ATTACHMENTS. Attached hereto are the following schedules which are incorporated into this Agreement and made a part hereof:

Schedule A	(See Attachment C to RFQ)
Schedule B	Compensation and Method of Payment
Schedule C	Work Program and Schedule
Schedule D	General Requirements
Schedule E	Certificate of Authority
Schedule F	Satisfaction of State Tax Requirement Attestation Form
Schedule G	Range of Hourly Billing Rates

SIGNATORIES

IN WITNESS WHEREOF the parties hereto have executed this Agreement in quintuplicate on the day first written above in. No agreement shall exist until this Agreement has been signed by all parties.

ARCHITECT

CITY OF NEWTON

Public Buildings Commissioner

I hereby certify that funds are available
for this Agreement within Account No.

Approved as to legal form and character

in the amount of _____

Assistant City Solicitor

Comptroller of Accounts

CONTRACT APPROVED

Setti D. Warren, Mayor or his designee

SCHEDULE B

Compensation and Method of Payment

1. Method of Determining Compensation

A fee for Basic Services for each Project shall be negotiated based upon the services called for. The City anticipates that each Project fee may be developed based either upon a set agreed upon figure or based upon time and materials cost. In some Projects, both cost bases may be appropriate and necessary subject to the nature and requirements of the particular Project and services needed.

It should be noted that with regard to contract pricing, federal and state regulations prohibit "cost plus percentage of cost" and "percentage of construction cost" methods of pricing. For the purpose of negotiating fees, the Architect shall identify for consideration by the City customary costs related to the services indicated in Schedule A.

II. Billing Rates

On Projects where it is determined by the City and agreed upon by the Architect that a fee shall be determined based upon time and materials cost, rates of payments shall be based upon the following:

Day rates are based on actual salaries paid to individuals performing work on the Project plus salary costs, overhead and profit.

Range in Cost Per Hour

Refer to Schedule G

Professionals Other In House Staff

III. Payment Schedule

On Projects where the City agrees to pay the ARCHITECT a lump sum fee for Basic Services, which include construction documents and construction administration, the fee is to be divided as follows:

On Completion of;	% Paid
-------------------	--------

Such requisitions shall be submitted upon completion of work phases detailed above.

IV. Reimbursable Expenses

The City shall pay the ARCHITECT for reimbursable expenses, subject to the approval of the Public Buildings Commissioner, and subject to the identification of such expenses as well as the appropriate copies of actual invoices for these expenses attached to a requisition

submitted by the Architect to the City. Reimbursable expenses shall be those costs incurred for printing construction documents for bids, for such specialized sub-consultant services as may be required in the performance of the work within Schedule A, Scope of Services, herein and shall be reimbursed to the ARCHITECT at direct cost. The letter of Authorization for each specific Project shall detail each reimbursable expense by line item.

V. Payment

Payment shall be made to the ARCHITECT within thirty (30) days of submission by the Architect to the City of a detailed requisition for payment describing the basic and extra services performed and identifying reimbursable expenditures incurred during the preceding period. The City shall have the right to review and approve the ARCHITECT'S requisition. Payment shall not be due the ARCHITECT until his requisition has been approved.

Requisitions for Projects billed on a time and materials basis shall include the number of hours worked, the individual who worked these hours, hourly rates, material and overhead costs.

All requisitions submitted shall be accompanied by a detailed time record for time and material projects as well as the appropriate documentation for reimbursable expenses.

SCHEDULE C

WORK PROGRAM AND SCHEDULE

- I. The Agreement shall take effect as of the date of execution and shall terminate upon the completion of the work called for in Schedule A.
- II. The Architect shall complete the work set for the in Schedule A, Scope of Services, in an expeditious manner subject to expeditious reviews and approvals by the City. Where possible, the ARCHITECT shall endeavor to perform the required work in advance of schedule.

SCHEDULE D

GENERAL REQUIREMENTS

The following Articles shall govern all work under or products of this Agreement unless specifically modified elsewhere.

ARTICLE 1. RESPONSIBILITIES OF THE CITY

- 1.1 Information to be provided to the ARCHITECT.
 - 1.1.1 The City shall furnish upon the ARCHITECT'S request all information in its possession necessary to the performance of the services required under this Agreement. It shall make and communicate to the Architect as promptly **as possible its instructions and decision.**
- 1.2 Action by the City
 - 1.2.1 No written communication, notification, directive, approval, consent or acceptance by the City shall in any way relieve the ARCHITECT from his/her professional responsibilities.
 - 1.2.2 The City shall render all approvals required by this Agreement in writing to the ARCHITECT, or it shall notify the Architect in writing why such approvals are being withheld.
- 1.3 Waivers
 - 1.3.1 The City shall render any modification or any waiver of any term or condition or breach of this Agreement in writing. Such waivers shall not waive any other term or condition or breach thereof.

ARTICLE 2. RESPONSIBILITIES OF THE ARCHITECT

- 2.1 Scope
 - 2.1.1 The ARCHITECT shall be responsible for the professional adequacy, technical accuracy and coordination of all of the present data, designs, drawings, specifications, cost evaluations and estimates, and any other material or work furnished by him or his consultants, or subcontractors.
- 2.2 Assignability
 - 2.2.1 The ARCHITECT shall not assign, sublet or transfer any services, obligations, or interest in this Agreement without the prior written consent of the City.
- 2.3 Professional Insurance and Liability Insurance

- 2.3.1 The ARCHITECT shall at his own expense obtain and maintain a Professional Liability Policy for errors, omissions or negligent acts of the ARCHITECT, or of any person or business entity for whose performance the ARCHITECT is legally liable, that arise out of the performance of the services required under this Agreement. The minimum amount of such insurance shall be equal to ten percent (10%) of the fee authorized under this Agreement and, in any event, not less than \$1,000,000.

All insurance coverage required in this Section shall be in effect during the term of this Agreement. Certificates of all insurance by this Agreement, as well as all renewals of such insurance, shall be supplied to the Public Buildings Commissioner, and the City shall be named the Certificate Holder.

In addition, the ARCHITECT shall carry general liability insurance and workmen's compensation insurance and should provide the City with a Certificate of Insurance, acceptable to the City. Such liability insurance shall be in a minimum amount as follows:

General Liability, including Bodily Injury and Property Damage in an aggregate amount of \$500,000 or greater. The General Liability policy shall include endorsements showing the following types of coverage: Comprehensive Form, Premises Operations, Contractual Insurance, Broad Form Property Damage and Independent Contractor.

The City shall be named an additional insured party under the General Liability Policy.

The ARCHITECT'S insurance coverage shall also include valuable papers insurance for the restoration of plans, drawings, field notes and other documents in the event of loss or destruction while in custody of the ARCHITECT in an amount sufficient to cover the cost of restoration.

The ARCHITECT shall indemnify, defend and hold harmless the City and its officers, employees, servants and agents against all claims, damages, losses or expenses of whatever kind or nature, including attorney fees, for or on account of any injuries to persons or damage to property to the extent that the same arises out of or results from the services of the ARCHITECT, or the services of any person or business entity for whose performance the ARCHITECT is legally liable, rendered pursuant to this Agreement, regardless of whether caused in part by the party indemnified hereunder.

2.4 Employment of Consultants

- 2.4.1 The ARCHITECT may provide services in collaboration with either consultants or qualified associates. It shall be the Architect's responsibility to engage and enter into agreements with said consultants to the extent needed, subject to qualifications found elsewhere in this Agreement.

2.5 Meetings

- 2.5.1 The ARCHITECT shall attend conferences, meetings and hearings with the City as required in connection with any phase of work.

2.6 Time and Order of Services

2.6.1 The ARCHITECT shall furnish the documents and provide the services required by this Agreement in the sequence set forth in this Agreement unless waived the Public Buildings Commissioner. He shall insure prompt and continuous prosecution of the Project to the extent of his professional responsibilities.

2.7 Submissions

2.7.1 The ARCHITECT shall submit the documents and materials required for the complete performance of this Agreement in the amounts and formats described in this Agreement.

2.8 Revisions

2.8.1 The ARCHITECT shall make changes in, or revisions to documents as may be required by the City in order to accomplish the project in accordance with the work program, or the Construction Budget. Such changes shall be:

- (a) Within the phase of work as set forth In the Basic Services,
- (b) On work not yet approved or accepted by the Public Buildings Commissioner or
- (c) On work already approved or accepted which requires changes in order to be consistent with changes made in accordance with (a) or (b) above.

The changes in, or revisions to documents required in this section shall be at no additional cost to the City.

2.9 Substantial Changes

2.9.1 The ARCHITECT shall make substantial changes as an Additional Service when requested by the Public Buildings Commissioner in writing.

2.10 ARCHITECT'S Certification

2.10.1 It is the ARCHITECT'S responsibility to see that all work submitted meets all applicable regulations, codes and/or professional standards.

ARTICLE 3. TERMS

3.1 When used in this Agreement or any Schedule thereto, the following terms or phrases shall have the following meaning:

3.1.1 Except when used in connection with reimbursable expenses whenever in this Agreement the words "shall include" are used, they shall be construed to mean "shall include, but not to be limited to" unless there is specific language to the contrary.

3.2 Enumerations

3.3.1 Whenever in this Agreement there is an enumeration of items, such enumeration is not to be construed as restrictive, but shall include similar and reasonably related items.

3.3 Substantial changes

3.3.1 The Public Buildings Commissioner shall determine in writing to the ARCHITECT if a change is deemed a "substantial change".

3.3.2 Substantial changes are limited to:

- (a) Changes to and revisions on work already approved or accepted by the Public Buildings Commissioner in writing, except as qualified elsewhere in this document;
or
- (b) Programmatic changes except as qualified elsewhere in this document. All other changes, revisions, modifications, alterations, etc. to any product required by this Agreement shall not be deemed substantial changes unless specifically described as such elsewhere in this document.

ARTICLE 4. DOCUMENTS

All studies and materials prepared under this Agreement shall be the property of the City and at the termination of the ARCHITECT'S services, promptly turned over to the City. These items shall include, but not be limited to, originals of drawings, specifications, reports, etc.

The City shall have unlimited rights, for the benefit of the City, in all drawings, designs, specifications, notes and other work developed in the performance of this Agreement, including the right to use the same to complete or renovate the project for which they were prepared by the ARCHITECT without additional cost to the City; and with respect thereto the ARCHITECT agrees and hereby grants to the City an irrevocable royalty-free license to all such data which may be covered by the ARCHITECT'S copyright and to all designs as to which the ARCHITECT may assert any rights or establish any claims under any patent or copyright laws. The ARCHITECT shall not be responsible for changes made in the documents without the ARCHITECT'S authorization, nor for the City's use of the documents if such use does not involve the services of the ARCHITECT pursuant to this Agreement.

ARTICLE 5. NOTICES

Any notice, instruction, or other documents required of the ARCHITECT by the City shall be in writing and shall be deemed to be properly given if delivered or mailed, postage prepaid, to the addresses recited in the Preamble to in this Agreement.

SCHEDULE E

CERTIFICATE OF AUTHORITY – BUSINESS CORPORATIONS

At a duly authorized meeting of the Board of Directors of _____
(name of corporation)
held on _____ at which all Directors were present or
waived notice, it was voted that, _____
(name)
of this company be and hereby is authorized to execute contracts and bonds in the
name and behalf of said company, and affix its Corporate Seal thereto, and such
execution of any contract of obligation in this company.

A TRUE COPY

ATTEST (clerk or secretary)

Place of Business

I hereby certify that I am the clerk/secretary of the _____
(name of company)
that _____ is the duly elected _____
(name of individual)
of said company, and the above vote has not been amended or rescinded and
remains in full force and effect as of _____, the date on which the
corporation's authorized representative, named above, affixed his/her signature to
this contract.

Clerk or Secretary
(Corporate Seal)

Date

SCHEDULE F

ATTESTATION

Pursuant to M.G.c.62C, Section 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

*Signature of Individual or
Corporate Contractor (Mandatory)

**Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

*Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, §49A.

SCHEDULE G

RANGE OF HOURLY BILLING RATES

Principal	_____
Senior Management	_____
Project and Department Manager	_____
Senior Engineer/Architect	_____
Design Engineer/Architect	_____
Design Draftsperson	_____
Draftsperson	_____
Others	_____

ATTACHMENT E

City of Newton

Designer Selection Committee

Designer Selection Procedures

(Adopted October 26, 2004)

1. These procedures govern the selection of designers for any municipal building project subject to the state designer selection law, M.G.L. c. 7, §38A1/2-O or subject to the provisions of §11-8 of the City of Newton Charter. Any other local law governing the procurement of services will be inapplicable to these procurements.
2. The Designer Selection Committee [hereinafter referred to as the "Committee"] has the authority to conduct the designer selection process for the City of Newton (hereinafter referred to as the "City") pursuant to the provisions of §11-8 of the City of Newton Charter and §§ 5-35 – 5-38 of the Revised Ordinances of the City of Newton, 2001. The Committee may delegate any duties described herein to the extent such delegation is permissible by law.

3. The Committee shall conduct the designer selection process.

No member of the Committee shall participate in the selection of a designer for any project if the member, or any of the member's immediate family:

- a. has a direct or indirect financial interest in the award of the design contract to any applicant;
 - b. is currently employed by, or is a consultant to or under contract to, any applicant;
 - c. is negotiating or has an arrangement concerning future employment or contracting with any applicant; or
 - d. has an ownership interest in, or is an officer or director of, any applicant.
4. A Request for Qualifications (RFQ) for each contract subject to these procedures shall be advertised in a newspaper of general circulation in the locality of the building project, in the *Central Register* published by the Secretary of the Commonwealth, and in any other place required by the Committee, at least two weeks before the deadline for filing applications.
 5. The advertisement shall contain the following information:

- a. a description of the project, including the specific designer services sought, the estimated construction cost, and the time period within which the project is to be completed;
 - b. if there is a program for the building project, a statement of when and where the program will be available for inspection by applicants;
 - c. when and where a briefing session (if any) will be held;
 - d. the qualifications required of applicants;
 - e. the categories of designers' consultants, if any, for which applicants must list names of consultants they may use;
 - f. whether the fee has been set or will be negotiated; if the fee has been set, the amount of the fee must be listed in the advertisement;
 - g. when and where the RFQ can be obtained and the applications must be delivered.
6. The RFQ shall include the [Application to Designer Selection Committee Form](#). The Application Form may be amended to include additional information on a project-specific basis.
7. The Committee shall evaluate applicants based on the following criteria:
 - a. prior similar experience;
 - b. past performance on public and private projects;
 - c. financial stability;
 - d. identity and qualifications of the consultants who will work with the applicants on the project;
 - e. any other criteria that the Committee considers relevant to the project.
8. The Committee shall select at least three finalists. Finalists may be required to appear for an interview or provide additional information to the Committee, provided that all

finalists are afforded an equal opportunity to do so. The Committee may determinate that it is in the best interest of the City to reject all applicants and re-issue the RFQ.

9. The Committee shall rank the finalists in order of qualification and transmit the list of ranked finalists to the Mayor. No person or firm, including applicants' listed consultants, debarred pursuant to M.G.L. c. 149, §44C, shall be included as a finalist on the list.

The list must be accompanied by a written explanation of the reasons for selection including the recorded vote, if any. The written explanation, which may be the record or the minutes of the Commission's meeting at which the selection was made, and recorded vote, if any, shall be public records and shall be maintained in the contract file of the designer selected by the Mayor.

10. If the fee was set prior to the selection process, the Mayor shall select a designer from the list of finalists. If the Mayor selects a designer other than the one ranked first by the Committee, the Mayor shall file a written justification for the selection with the Committee and maintain a copy in the contract file. In accordance with the provisions of §5-35 of the Revised Ordinances of the City of Newton, 2001, the Mayor may request three (3) additional recommendations from which he may make his selection.
11. If the fee is to be negotiated, the Mayor shall review the list of finalists and may exclude any designer from the list if a written explanation of the exclusion is filed with the Committee and maintained in the contract file. The Mayor shall request a fee proposal from the first ranked designer remaining on the list and begin contract negotiations. If the Mayor is unable to negotiate a satisfactory fee with the first ranked designer, negotiations shall be terminated and undertaken with the remaining designers, one at a time, in the order in which they were ranked by the Committee until agreement is reached. In no event may a fee be negotiated which is higher than the maximum fee set by the Mayor prior to selection of finalists.
12. If the Mayor is unable to negotiate a satisfactory fee with any of the finalists, in accordance with the provisions of §5-35 of the Revised Ordinances of the City of Newton, 2001, the Mayor may request three (3) additional recommendations from which he may make his selection.
13. The City may allow a designer who conducted a feasibility study to continue with the project design, provided that an independent review by a knowledgeable and competent individual or firm doing such work finds the feasibility designer's work to be reasonable and adequate. The City must first advertise for the feasibility study. The City may include a statement in the advertisement and/or RFQ that the feasibility study designer is eligible to compete for the subsequent design services contract. Once the study is complete, the City may publish a second advertisement for the project design. If the feasibility designer is selected, the City may commission the independent review prior to allowing the designer to proceed with the work.

14. Every contract for design services shall include the following:

- a. certification that the designer or construction manager has not given, offered, or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of the contract for design services;
- b. certification that no consultant to, or subcontractor for, the designer or construction manager has given, offered, or agreed to give any gift, contribution, or offer of employment to the designer or construction manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the designer or construction manager;
- c. certification that no person, corporation, or other entity, other than a bona fide full-time employee of the designer or construction manager, has been retained or hired by the designer or construction manager to solicit for or in any way assist the designer or construction manager in obtaining the contract for design services upon an agreement or understanding that such person, corporation, or other entity be paid a fee or other consideration contingent upon the award of the contract to the designer; and
- d. certification that the designer has internal accounting controls as required by M.G.L. c. 30, §39R(c) and that the designer has filed and will continue to file an audited financial statement as required by M.G.L. c. 30, §39R(d).

All fees shall be stated in design contracts, and in any subsequent amendments thereto, as a total dollar amount. Contracts may provide for equitable adjustments in the event of changes in scope or services.

15. The City shall not enter into a contract for design services unless the designer has obtained professional liability insurance covering negligent errors, omissions, and acts of the designer or of any person or business entity for whose performance the designer is legally liable arising out of the performance of the contract. The total amount of such insurance shall at a minimum equal the lesser of one million (\$1,000,000) dollars or ten percent (10%) of the project's estimated cost of construction, or such larger amounts as the City may require, for the applicable period of limitations. A designer required by the City to obtain all or a portion of such insurance coverage at its own expense shall furnish a certificate or certificates of insurance coverage to the City prior to the award of the contract.

16. Every contract for design services shall include a provision that the designer or its consultants shall not be compensated for any services involved in preparing changes that

are required for additional work that should have been anticipated by the designer in the preparation of the bid documents, as reasonably determined by the individual responsible for administering the design contract.

17. In the event of an emergency that precludes the normal use of these designer selection procedures, the Committee may elect to authorize expedited procedures to address the emergency. The Committee shall document in writing the reasons for the emergency declaration, the proposed scope of work, the estimated cost of construction, the established fee for the needed design services, and any other relevant information.

The Committee may select three finalists from any standing list of designers who have applied for projects of a similar nature, or may otherwise select three designers to be considered as finalists for the project. The Committee shall rank the finalists in order of qualification and select the designer for the emergency work.

18. The City shall publish the name of any designer awarded a contract in the *Central Register*.

19. The following records shall be kept by the City:

- a. all information supplied by or obtained about each applicant;
- b. all actions taken relating to the project; and
- c. any other records related to designer selection.

All records shall be available for inspection by the state Designer Selection Board and other authorized agencies.

1. The City shall evaluate designers' performance on contracts in accordance with M.G.L. c. 7, §38E(g).